



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

*In re Law Guarantee Trust and Accident Society, Ltd.*, [1914] W. N. 291 (Eng. C. A.).

For a discussion of the principles underlying the liability of a re-insurer in this and similar cases, see NOTES, p. 302.

INTERSTATE COMMERCE — CONTROL BY STATES — RAILROAD REGULATION — REGULATIONS BY STATE COMMISSION AS TO DEMURRAGE. — The Michigan Railroad Commission passed certain demurrage rules applicable to all traffic originating or terminating within the state. In respect to the time allowance for loading and unloading, these rules differed materially from those tentatively indorsed by the Interstate Commerce Commission. The plaintiff asks for an injunction restraining the enforcement of the state commission's rules. *Held*, that the injunction will be granted as to interstate shipments, and denied as to intrastate shipments. *Michigan Central R. Co. v. Michigan Railroad Commission*, 148 N. W. 800 (Mich.).

The court distinguishes the Shreveport Rate Cases on the ground that there the Interstate Commerce Commission had made a finding that the regulation as to intrastate commerce was an unreasonable interference with commerce between the states. This distinction seems valid. The federal power to regulate intrastate commerce arises solely as an incident to the power to control interstate commerce. Until the protection of the latter necessitates federal interference, the control of the states over the former should be absolute. See *The Shreveport Rate Cases*, 234 U. S. 342; for discussion, see 28 HARV. L. REV. 34, 113. For a criticism of a decision contrary to the principal case, see 27 HARV. L. REV. 388.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — BREACH OF CONDITION: WAIVER OF BREACH BY APPLICATION TO COMPEL LESSEE'S RECEIVER TO ELECT TO ADOPT OR RENOUNCE THE LEASE. — The defendants were appointed receivers of an insolvent lessee, and the plaintiff, the lessor, applied to the court to fix a time within which the receivers should either "adopt or renounce the lease." The receivers thereupon assumed the lease, and the plaintiff now asks for authority to dispossess them, under his right to reënter for default in rent, unless they pay back rent which accrued before the receivership. *Held*, that the petition be denied, on the ground that the plaintiff has waived the breach. *Durand & Co. v. Howard & Co.*, 216 Fed. 585 (C. C. A., 2d Circ.).

A receiver in insolvency, like a trustee in bankruptcy, may adopt a lease owned by the debtor, at his election. See *Carswell v. Farmers' Loan & Trust Co.*, 74 Fed. 88, 91. But he has no power of eminent domain, and must take subject to the landlord's right to declare a forfeiture for defaults by the tenant. *Farmers' Loan & Trust Co. v. Northern Pacific R. Co.*, 58 Fed. 257, 265. In the principal case, therefore, in the absence of a waiver of the breach of condition by the landlord, the receiver was not entitled even in equity to keep possession without payment of all back rent. See *Fleming v. Fleming Hotel Co.*, 69 N. J. Eq. 715, 61 Atl. 157. The majority of the court, however, felt that the landlord's application to the court to compel the receivers to make their election constituted such a waiver. It is true that in order to avoid forfeiture the courts will spell out a waiver from any act by the landlord recognizing the continued existence of the tenancy. *Hasterlik v. Olson*, 218 Ill. 411, 75 N. E. 1002; *Brooks v. Rodgers*, 99 Ala. 433, 12 So. 61. Thus the acceptance of rent accruing after breach, or the institution of legal proceedings based on the relation of landlord and tenant, will conclude the landlord. *Conger v. Duryee*, 90 N. Y. 594; *Jackson v. Allen*, 3 Cow. (N. Y.) 220; *Moore v. Ullcoats Mining Co.*, [1908], 1 Ch. 575. Mention of the lease as existing in subsequent negotiations, or in a receipt for prior rent have also been held to